

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 6</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">02-Mar-2011</div>		4. REQUISITION/PURCHASE REQ. NO. MIPROHRF2N0041		5. PROJECT NO.(If applicable) <div style="text-align: center;">11-C006</div>	
6. ISSUED BY AFGHANISTAN DISTRICT NORTH (AEN) US ARMY CORPS OF ENGINEERS OPERATION ENDURING FREEDOM APO AE 09356		CODE W5J9JE		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-size: 1.2em;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W5J9JE-11-R-0067	
				X		9B. DATED (SEE ITEM 11) 22-Feb-2011	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) W5J9JE-11-R-0067 Pol e Charki Garrison Growth Units and electrical Upgrade #6. The purpose of this amendment is to include additional clauses. *****continued on page 2 *****							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 02-Mar-2011	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0001

1. The purpose of this amendment is to include additional required clauses for the project.
2. Clauses 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (JUL 2010)
3. Clauses 952.225-0001 CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (JUL 2010)
4. All other terms and conditions remain the same.

Clauses are incorporated in full text

CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (JUL 2010)

(a) *General.* Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2007-O0010, *Contractor Personnel in the United States Central Command Area of Responsibility*
- (5) USFOR-A, FRAGO 09-206, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)*
- (6) USF-I OPOD 10-01, Annex C, Appendix 13
- (7) U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated Dec 2005
- (8) U.S. CENTCOM Policy Letter, Mod 3, *Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan*, dated Nov 2006
- (9) U.S. CENTCOM Policy Letter, Mod 3, *Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan*, dated Jun 2009

(b) *Required Government Documentation.* The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.

(c) *Required Contractor Documentation.* Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

(d) Documentation that each employee who will be armed under the contract received the following training—

- (1) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;
- (4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

(e) A communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
- (3) How the contractor will coordinate transportation with appropriate military authorities.

(f) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

- (1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;
- (2) Verify with USF-I or Afghanistan Regional Command East – Commanding General Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and
- (3) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

(g) *Required Contractor Acknowledgements.* Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

(h) *Penalties for Non-Compliance.* Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(i) *Criminal and Civil Liability.* Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

(j) *Lapses in Training.* Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

(k) *Authorized Weapon & Ammunition Types.* Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
- (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
- (3) U.S. government Ball ammunition is the standard approved ammunition.

(l) *Requirements for Individual Weapons Possession.* All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
- (2) Carry weapons only when on duty or at a specific post;
- (3) Not conceal any weapons, unless specifically authorized;
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- (5) IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

(m) *Weapons/Equipment Restrictions and Responsibilities.* Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(n) *Rules for the Use of Force (RUF).* In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- (2) Failing to cooperate with Coalition and Host Nation forces;
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
- (4) Failing to use a graduated force approach;
- (5) Failing to treat the local civilians with humanity or respect; and
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(o) *Retention and Review of Records.* The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(p) *Contractor Vehicles.* Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(q) *Quarterly Reporting.* The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

- (1) The total number of armed civilians and contractors;
- (2) The names and contact information of its subcontractors at all tiers; and
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(End)

CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (JUL 2010)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) IRAQ: Contractors shall provide all incidents and use of weapons firing incidents to the USF-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) AFGHANISTAN: Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the JOC @ USFOR-A (JOC SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The SCO-A Chief of Operations in coordination with the JOC will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(End)

(End of Summary of Changes)